



कर्मचारी राज्य बीमा निगम आदर्श चिकित्सालय एवं व्यावसायिक रोग केन्द्र  
Employees' State Insurance Corporation Model Hospital & Occupational  
Disease Centre

नंदानगर, इन्दौर Nandanagar, Indore- 452 011

दूरभाष /Tele-0731-2557656,2559080, फ़ैक्स /Fax-0731-2559080

वेबसाईट /Website: www.esic.nic.in, www.esichospitals.gov.in, www.esic.in ईमेल /E-Mail: ms-indore@esic.in



No. 18(2)D/35/16/1/Gen/14/MH  
17/09/2019

Date:-

### LIMITED E-TENDER NOTICE FOR PROVIDING SECURITY SERVICES

E-tender is invited only from sponsored agencies by DGR. The initial period of the contract shall be one year. The tender is called for under one bid system.

The below mentioned bidder can only participate in the said tender. These are the agencies whose sponsorship has been given by DGR vide letter no. 2112/SA/ESIC(M)/2019/Madhya Pradesh/2804/4799/4827/Emp dated 9-Aug-2019.

- 1) M/s 2804/Joyanta Kumar Roy Chowdhury Security Agency, Bhopal
- 2) M/s 4799/Arunima Belur Security Agency, New Delhi
- 3) M/s 4827/Devendra Nath Tewari Security Agency, Noida
- 4) M/s 3047/Chandra Shekhar S.A., Pune

- Above Eligible agencies may visit / inspect the site on any working day during working hours by contacting the Care taker to collect all Information that will be necessary for preparing the Tender.
- Tender document may also be downloaded from ESIC's website: [www.esic.nic.in](http://www.esic.nic.in) , [www.esichospitals.gov.in](http://www.esichospitals.gov.in), & <https://eprocure.gov.in>. The online bid is to be submitted on <https://eprocure.gov.in> by 10/10/2019 till 1:00 PM.
- The bidders should submit the tender online at <https://eprocure.gov.in> in a single bid system in the prescribed Performa. Tenders are to be submitted online through e-procurement portal and all the bids and supporting documents shall also be required to be submitted physically in hard copy
- For all practical purposes, the e-tender shall be considered for evaluation. However in case of any dispute, the physical documents would also be scrutinized. Bidders are required to essentially submit the bid online as well as in hard copy in the tender box failing which tender may be treated incomplete and may be summarily rejected. **However, in case of dispute, e-tendered document shall be treated as final.** The Tender is to be **dropped** in the Tender Box captioned "Tender for providing Security services" placed at office of Medical Superintendent of the

Hospital (Room No. 2) situated at ground floor at above address by the stipulated date and time. Tender, if dropped in any box other than the specific tender box will not be considered for selection.

- The Tender should be deposited in the Tender Box on Room No. 2, , Ground Floor, of this hospital i.e. ESIC Model Hospital & ODC, Nanda Nagar, Indore (M.P) last up to 1.00 PM on or before 10/10/2019 which will be opened on 11/10/2019 at 2.00 P.M in conference hall. If the hard copy of the tender is sent by speed post, it should reach the office latest by 12:00 PM on the closing date.
- Public notice of qualified and non qualified bidders shall be displayed on the <https://eprocure.gov.in>. It is mandatory for all bidders to mention their email id for the correspondence purpose for this tender.
- Tenders received after the closing date and time shall not be considered. If any information furnished by the applicant is found to be false at any stage, the application shall be cancelled and applicant shall be liable to be debarred from tender.
- E.S.I.C. reserves the right to reject any or all applications without assigning any reason. Selection of the successful bidder will be at the sole discretion of the Medical Superintendent, ESIC Model Hospital, Indore, who reserves the right to accept or reject any or all the proposals without assigning any reasons thereof.
- Any corrigendum to this tender will be notified through the aforesaid websites only. Tenders complete in all respect will only be considered for evaluation.

**The Medical Superintendent of ESIC Model Hospital, Indore Reserves the right to accept or reject any/all Tenders without assigning any reason whatsoever.**

**Deputy Director.  
For Medical Superintendent,  
ESIC, MH, Indore**



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No. 18(2)D/35/16/1/Gen/14/MH  
17/09/2019

Date:-

**LIMITED E-TENDER NOTICE FOR PROVIDING SECURITY SERVICES**

Name of work	Providing Security Services
Estimated tender value	2.85 crore/- approx (for 1 Year)
Period of contract	One Year.
Period for submission of Tender form	On or before 10/10/2019 upto 1.00 PM
Date & Time of Opening of E-tender	11/10/2019 at 2:00 PM

The period of the contract shall be One year and can be extended for a period of One year, subject to the satisfactory performance and consent of the competent authority. The tender is called for under one bid system.

The MS, ESIC, Model Hospital, Nanda Nagar, Indore invites on-line tenders along with a complete set of hard copy of tender documents along with the technical & financial bid for Providing security services. The security personnel that shall be deployed would work at ESIC Model Hospital & ODC, Nanda Nagar, Indore. The security personnel outsourced will have to do rotation duties or as directed by the competent authority or authorized official. For complete details along with terms and conditions, procedure of e-tendering can be viewed on-line and can be downloaded by the Tenderer from the ESIC websites: [www.esic.nic.in](http://www.esic.nic.in) , [www.esichospitals.gov.in](http://www.esichospitals.gov.in) & <https://eprocure.gov.in>. The online submission of the bid is to be done through procurement portal <https://eprocure.gov.in>.

Further any notifications/clarification/updates (if any), will only be circulated through website i.e. [www.esic.nic.in](http://www.esic.nic.in) , [www.esichospitals.gov.in](http://www.esichospitals.gov.in) & <https://eprocure.gov.in> .Hence the tenderers are requested to visit the said websites regularly.

Sd/-

Medical Superintendent  
ESIC, MH, Indore

## **Important Instructions for Bidders regarding Online Payment**

- All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate
- (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.
- Bidders should get Registered at <https://eprocure.gov.in>.
- Bidders should add the below mentioned sites under

Internet Explorer » Tools

Internet Options » Security » Trusted Sites » Sites of Internet Explorer :

<https://eprocure.gov.in>

[www.esichospitals.gov.in](http://www.esichospitals.gov.in)

<https://www.esic.nic.in>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under

Internet Explorer » Tools » Internet Options » Advanced Tab » Security.

## INSTRUCTIONS TO BIDDERS

### **General Term and Conditions & Eligibility of the Tender:**

1. The tender is being invited for Security Services under which the contractor shall provide Ex-Serviceman personnel (Male) strictly as per the guidelines of DGR and stated by DGR to safeguard office properties (i.e. building, equipments, materials) and staff working in ESIC Model Hospital & ODC, Nanda Nagar, Indore including monitoring and surveillance of the premises. The definition of Ex-Servicemen is as follows:- An ex-servicemen means a person-
  - (a) Who has served in any rank whether as a combatant or non combatant in the Regular Army, Navy and Air Force of the Indian Union and (a) Who either has been retired or relieved or discharged from such service whether at his own request or being relieved by the employer after earning his or her pension; or
  - (b) Who has been relieved from such service on medical grounds attributable to military service or circumstances beyond his control and awarded medical or other disability pension; or
  - (c) Who has been released from such service as a result of reduction in establishment; or
  - (d) who has been released from such service after completing the specific period of engagement, otherwise than at his own request, or by way of dismissal, or discharge on account of misconduct or
  - (e) inefficiency and has been given gratuity; and includes personnel of the Territorial Army, namely, pension holders for continuous embodied service or broken spells of qualifying service; or
  - (f) personnel of the Army Postal Service who are part of Regular Army and retired from the Army Postal Service without reversion to their parent service on medical grounds attributable to or aggravated by military service or circumstances beyond their control and awarded medical or other disability pension; or
  - (g) (iv) Personnel, who were on deputation in Army Postal Service for more than six months prior to the 14th April, 1987; or
  - (h) (v) Ex-recruits boarded out or relieved on medical ground and granted medical disability pension irrespective of the date of boarding out/release.

**The more details may be seen on website [www.dgrindia.com](http://www.dgrindia.com).**

**The estimated cost of the tender for the complete year shall be Rs. 2.85 crore.**

2. The bidder shall submit full details of his Agency/ Firm, full details of ownership and name of the directors.
3. **Bidder must submit copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.**

### **3. TENDER DOCUMENTS :-**

**Contents of Tender Documents.** The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of;

- a) Original Tender documents duly signed and stamped on each page of it.
- b) Terms and Conditions.
- c) Tender form for providing security services (Annexure-I).
- d) Scope of Work (Annexure – II).
- e) Check list for Bid (Annexure –III)
- f) Undertaking (Annexure- IV) on the letter head of the company.
- g) Price Bid (Annexure – V) (Rates for Ex-servicemen & Female Security Guard)

The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

4. **The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.**
5. **PREPARATION OF BIDS:-**
  - a) The bidder shall, on the dates given in the Invitation to Tender, submit his bid in sealed envelope, comprising of Technical Bid and Financial Bid kept in envelopes, super-scribed "Tender for Security Services in ESIC Model Hospital & ODC, Indore". The sealed envelope shall be addressed to the Medical Superintendent, ESIC Model Hospital & ODC, Nanda Nagar, Indore and should have the complete Name and Address of the sender and dropped in the tender box kept on Ground Floor Room No.2 of the hospital.
  - b) The bidders should also submit the bid online at <https://eprocure.gov.in>. For all practical purpose, the e-tender shall be considered for evaluation and shall be treated as final.
6. **BID PRICES :-**
  - a) Bidder shall quote in the price bid, rates of wages for Ex Service man security personnel not less than the minimum wages as per current Minimum wages notified by DGR by giving break up of basic wages, including VDA, allowances (if any), relieving charges, other statutory liabilities as mentioned in & service charges. The prospective bidders who do not meet the statutory requirements are liable to be rejected.
  - b) Conditional bids/offers will be summarily rejected.
  - c) **Commerical quote:-** While prospective service providers are free to quote the price for services outlined in the Tender Enquiry by the Principal Employer, **the price so quote shall not be below the promulgated minimum rates in accordance with DGR Wage notifications.** The security agency will be paid service charges @ 14% of the total bill by the Principal Employer. The expenses towards GST/any other statutory taxes will be borne by the principal employer as per prevailing rates. The prospective service providers are encouraged to survey the environment to assess the realistic cost of delivering the expected services in effective and efficient manner.
  - d) Clarification on relieving charges issued by DGR is as under:-
    - I) A reliever has to be placed on seventh day in place of the guard working for six days. Serial number(K) of the wage structure has to be paid to the reliever and all components to be deposited with the concerned Govt. Authorities.
    - II) A guard is mandated to work for six days and seventh day is paid holiday. The portion of wages for seventh day is already incorporated in minimum wages.
7. **FORM OF BID :-**The Form of Bid shall be completed in all respects and duly signed and stamped by Director/Proprietor of company/firm .
8. **Duration of Contract:-**

**The period of the contract shall be One year and can be extended for a period of One year, subject to the satisfactory performance and consent of the competent authority.**
9. **The proprietor will present himself in person for all dealings with Principal Employers. No dealing through representatives on Power of Attorney are permitted. Further, holder of Attorney/ representative of proprietor/Director is not authorized to conclude the contract with the Principal Employer.**

10. **Format and Signing of Bid :-** The bid shall contain no alterations, omissions or additions except to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

**Submission of Bids :-**

11. The bidder shall submit the Technical Bid and Financial BID, which should be sealed and duly super-scribed "Tender for Security Services for ESIC Model Hospital & ODC, Indore".

12. The sealed cover of Technical Bid should consist of all documents as per the check list given in Annexure III.

a) The tender shall remain valid and open for acceptance for a period of 30 days from the last date of submission of tender.

13. The Pre-qualification/Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or of their representatives who wish to attend at the appointed place and time.

14. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

15. **Right to accept any Bid and to reject any or all Bids :-**

a) The MS, ESIC MH is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

b) The MS ESIC MH, Indore may terminate the contract if it is found that the contractor is black listed during last 3 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.

c) The MS, ESIC MH has right to reject the bid if tender received and found deficient on account of registrations, documents or required information.

d) Tender containing false misleading information will be rejected and may also be liable for consequences for submitting false information.

16. **Award of Contract :-**

a) The MS, ESIC MH, Indore will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

b) In case, more than one price bid is received, quoting the lowest rates, the award of the contract will be awarded to the Senior most agency.

c) The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award extendable by MS, ESIC, MH Indore up to a maximum of another two week.

d) **The successful bidder shall be required to furnish a Performance Security Deposit amount equal to 10% of the one month wages as per the guidelines of DGR.**

17. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the offices for providing safety, monitoring and surveillance.(Wages quoted for Ex-Serviceman Security Guards & Female Guard will include basic wages, including VDA, break up of allowances (if any), relieving charges, other statutory liabilities service charges and Service Tax, Swachhata Cess etc.). The agency will quote the monthly rates for per shift of eight

hours per person per day. In case of revision in minimum wage structure by DGR, the incremental wages as applicable, will be payable on being claimed by the tenderer). Security Guard is allowed a day of rest after a continuous period of six days work every week. Moreover when a security guard works for more than 48 hours in a week he is entitled wages on overtime rates i.e. double the ordinary rates of wages. It must be ensured that no security guard does overtime. Only in very critical/crucial situations, personnel must be deputed for overtime. The extra payment for the overtime is to be borne by agency itself.

18. The offers/bids which are not in consonance of Central Minimum Wages Act and any other Labour laws will be treated as invalid.
19. Whenever the state minimum wages are higher than the wages notified by DGR, the higher wages shall stand protected and would be payable.
20. **ESI** The employees employed in the watch and ward duties shall be covered under the Employees State insurance Act 1948 as amended from time to time based on the gazette notifications by respective State Governments covering the areas under the ESI Act. Those areas which are not covered in the notification shall be covered under the Workmen Compensation Act 1923, as applicable.
21. **HRA** The classification of the areas for the purpose of calculation of HRA is to be taken as per classification of the areas for **HRA promulgated by the Ministry of Finance, Govt. Of India.**
22. **Bonus** Bonus is mandatory as per Payment of Bonus Act 1965 (as amended vide payment of bonus Amendment Act 2015), concerned month's wage as fixed by DGR or State Govt. or RS. 7000 whichever is higher is payable to the security guard/supervisor w.e.f. 01 April 2014.
23. **Paid Rest Day** The security guards are entitled to a paid rest day in every period of seven days. When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for the additional period at double the ordinary rates in addition to the wages for the rest day.
24. **Leave** Payment for leave relief during the leave as mandated by Centre/State Govt./Principal employer/Service recipient will also be admissible by the Principal Employer/Service Recipients.
25. The daily wages shall be minimum wages below which the employees employed in the watch And ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as notified by DGR from time to time.
26. Wages are subject to amendments as and when promulgated by concerned authorities from time to time.
27. Any welfare measures laid down by the Central/State Enactments shall be duly complied with by the security agencies and PSUs/Principal Employers/service seekers
28. **Total 45 Security Personnel are required including female security guards. All males security guards should be Ex-Servicemen & no civilian male guards are required to be deployed. However their requirement may vary from time to time. The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the office. The agency has to provide gunman if & when required. The rates of the same are also to be quoted in the financial bid. At a time there shall not be more than 45 security personnel deployed in the premises.**



Sr. No.	Name of Post	Nos. of persons required
1	Security Supervisor	03
2	Gunman	03 If & whenever required
3	Security Guards(Male)	29
4	Security Guards(Female)	13

- 29. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. The rates to be based on monthly rates and not on daily rates.** L1 shall be decided on the basis of great grand total quoted in financial bid. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise make the tender liable for rejection. **For female security personnel, she should be atleast High School pass and well versed with local language i.e Hindi. She should of age less than 45 years.**
- 30.** The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, EPF, Workmen’s Compensation Act etc. The list of staff going to be deployed shall be made available to this office and fresh list of staff shall be made available by the agency after each and every change.
- 31.** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act,2005 and Private Security Agencies(Regulation) Rules, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for this office.
- 32. The antecedents of security staff deployed shall be got verified by the tenderer from local police authorities and an undertaking in this regard to be submitted to the office Administration. The tenderer shall submit copies of the discharge books of ex-servicemen to office administration, before their deployment.**
- 33.** The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the MS, ESIC MH, Indore.
- 34.** All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 35.** Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The security personnel should ensure that the vehicles enter into the premises must be parked at designated places. Trolley mirrors will be used for the inspection of four wheelers/other vehicles. Assistant Security Officer must organize surprise visits

- (during day and night) to check the alertness and attentiveness of the security guards.
36. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destructions, waste or misuse the areas of the office premises.
  37. The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
  38. **That in the event of any loss occasioned to the office, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the office, such loss will be made good from the amount payable to the tenderer. The decision of the MS, ESIC MH Indore in this regard will be final and binding on the agency.**
  39. The contractor shall do and perform all such Security services, acts, matters and thing connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which the office may issue from time to time.
  40. The office shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the MS, ESIC MH, Indore.
  41. The contractor shall be responsible to protect all properties and equipment of the office.
  42. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
  43. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff. The office shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
  44. The security personnel deployed by the Contractor shall work under overall supervision & direction of the office administration. The office administration shall specify the services of guards to be obtained in each shift. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by contractor and based on the biometric attendance sheets duly verified by the Caretaker/authorized representative deputed by the competent authority and other supporting documents. The contractor will ensure workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted :-
    - a) Contractor shall pay the wages of the guards on or before 7<sup>th</sup> of each month. This payment of wages is not linked to payment/clearance of the bill by ESIC, Model Hospital & ODC, Indore.
    - b) Payment to such workers must be made by the service providers through Cheque/ECS. Under no Circumstances payments will be made in cash. To ensure this, service providers will get a bank account opened for every engaged worker. The agency who does not make payment to its workers through cheque/ECS is liable to be terminated and the Performance Security Deposit shall be forfeited by the ESI Corporation.
    - c) In order to ensure that such workers get their entitled wages, the billing cycle for security

agency is to be calendar month. The bill by agency to be submitted upto 10<sup>th</sup> of each month for the previous month along with all the certificates/documents as follows:-

1. **The wages of the workers for last month is to be credited to their bank account on 7<sup>th</sup> of every month and the details of payment along with bank statement enclosed and Cash payment is strictly prohibited. The agency not making payment to its worker through bank is liable to be terminated and fresh tender process will be initiated. If the agency does not provide details of the payment of all statutory dues with the bill, it may be given one month's notice for termination of the contract right away.**
  2. The contractor has to give the following certificate with every bill “ESI/EPF/GST/Other Statutory dues amounting Rs. \_\_\_\_\_ for the month of (previous month) deposited by challan on \_\_\_\_\_.”(Copy of challan along with contribution history submitted online in respect of EPF And ESI)
  3. Undertaking that all statutory labour laws including Minimum Wages Act is being complied with, is also to be given with each bill.
  - d) The contractor shall compulsorily issue the salary slip to every security guards & supervisors.
  - e) **The copy of salary sheet with complete details showing the breakups should be submitted along with bill. The net amount payable shown in the salary sheet must match the amount credited in the account of the concerned.**
45. Any damage or loss caused by contractor’s persons to the office in whatever form would be recovered from the contractor.
- a) **In case of any of contractor’s personnel(s) deployed under the contract is (are) absent, a penalty equal to Rs. 500/- each for number of guards absent on that particular day shall be levied by the office and the same shall be deducted from the contractor’s bill.**
  - b) **In case any of contractor’s personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs.500/- per vacant point per shift be deducted from the contractor’s bill.**
  - c) **In case any public complaint is received attributable to misconduct/misbehavior of contractor’s personnel & is assessed as true by office administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor’s bill. Besides the Security Guard found involved in the incident shall be removed from the office immediately.**
  - d) **If any Security Guard is found under influence of alcohol or under influence of drug, a fine of Rs.1000/- per incident shall be recovered for the Security Agency and such Security Guards will be withdrawn by the Agency with immediate effect.**
46. In case the contractor fails to commence/execute the work within 15 days or as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, this office reserves the right to impose the penalty as detailed below :-
- a) 1% of annual cost of order/agreement per week, up to four week’s delay.
  - b) After four weeks delay the office reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
47. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Performance Security Deposit of the Agency shall stand forfeited.

48. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor. Including all expenses/fines. The concerned contractor's personnel shall attend the courts as and when required.
49. Force Majeure if at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc which may prevent either party to discharge his obligation, the effected party shall promptly notify the other party about the beginning of such an event. Neither Party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
50. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
51. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the office of MS, ESIC, MH, Indore shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
52. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
53. The contractor shall indemnify and hold the office harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
54. **The bidder should submit attested copy of registration for security services only under the Contract Labour (R&A) Act 1970 valid as on 01/11/2019 in respect of the any employer(s) for whom the Security Agency is currently undertaking the work of providing security services through contract labour.**
55. **The security agency shall employ 100 % Male Gaurds from the category of Ex-Servicemen below the age of 65 years with sound mind and good health. The contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the offices. The security agency shall not employ any person below the age of 18 years and above the age of 65 years (For Male) and in case of female not more than 45 years . Manpower so engaged should be trained for providing security services and fire fighting services.**
56. The bidder shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed in offices will be at liberty to get anybody re- examined in case of any doubt. Only physically fit personnel shall be deployed for duty.
57. Security staff engaged by the contractor shall not take part in any staff union and association activities.
58. **The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis /ballams and other instruments to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements. The agency shall provide Identity cards, shoes, socks, cap, belt, raincoat, batch,**

**umbrella, gum boots etc on their own cost. These expenses shall be included in the service charges itself.**

59. The office shall not be responsible for providing residential accommodation to any of the employee of the contractor.
60. The office shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The office does not recognize any employee employer relationship with any of the workers of the contractor.
61. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the office from the agency.
62. If any underpayment is discovered, the amount shall be duly paid to the agency by the office.
63. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over or when ever required by the office etc.
64. The bidder will have to enclose the proof/copies of the challans and returns showing payment of statutory dues for the previous month along with monthly bills.
65. The bidder should have it own supervisory and quick response team in Indore to deal with emergent situations.
66. **The guard posted on duty should be conversant with the lay out of the building, fire safety system along with telephone numbers of nearest police station, fire station, hospital etc. List of all security guards, supervisors along with name of the agency & address to be displayed in the security post.**
67. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.
68. **JURISDICTION OF COURT** :- The courts at Indore shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
69. Each and every page of tender document should bear the rubber Stamp and signature of the authorized signatory with his name. Corrections/alterations if any should be attested by putting initial of the person who is signing the tender form, No corrections/overwriting/erosions are permitted in the price bid.

**TENDER FORM FOR PROVIDING SECURITY SERVICES IN ESIC, MODEL HOSPITAL & ODC, NANDA NAGAR, INDORE.**

Paste Your  
Passport  
Size Photo

1. Names & address of Regd. Office :- \_\_\_\_\_
2. Company/Firm/Agency in Indore & :- \_\_\_\_\_  
Telephone number of Agency \_\_\_\_\_
3. Registration No. Company/Firm/ :- \_\_\_\_\_
  
4. Name, Designation, Address and :- \_\_\_\_\_  
Telephone No. of authorized person \_\_\_\_\_
5. Name, Address and Telephone No. :- \_\_\_\_\_  
Of Director/partners/Prop. \_\_\_\_\_
6. Copy of PAN card issued by Income tax:- \_\_\_\_\_
7. Emp. Provident Fund Account No. :- \_\_\_\_\_
8. ESI Code Number. :- \_\_\_\_\_
9. GST No. :- \_\_\_\_\_
10. Registration No./Licence number :- \_\_\_\_\_  
Under Contract Labour (R&A) Act :- \_\_\_\_\_  
1970, for providing security services:- \_\_\_\_\_  
Only, through contract workers valid:- \_\_\_\_\_

As on 01/11/2019

11. DGR Empanelment certificate no. \_\_\_\_\_  
Valid from \_\_\_\_\_ to \_\_\_\_\_

12. PSARA license no. :- \_\_\_\_\_.( valid from \_\_\_\_\_ to \_\_\_\_\_)

13. Any other information :- \_\_\_\_\_

14. Declaration by the bidder :-  
This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. The information given is correct to the best of my knowledge. I/We shall be responsible for any wrong/false information.

Signature of Authorised Person :- \_\_\_\_\_

Name & Address of the Authorised person :- \_\_\_\_\_

:- \_\_\_\_\_

ANNEXURE- IIScope of Work for Security Agency

The contractor shall have to provide round-the-clock security services in the ESIC, Model Hospital & ODC, Indore & its premises. The agency shall ensure protection of the personnel & property of the offices prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the campus of the ESIC, Model Hospital & ODC, Indore

Duties and Responsibility of Security Staff.

1. The Security Agency will be responsible for overall security arrangements of the offices covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the office. Administration for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards will be as per the instructions of the authorities of the offices from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Guard will also take round of all the important and sensitive points of the premises as specified by the office.
6. Security personnel shall also ensure door keeping duties.
7. **The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the office. If any theft of these occurs because of lapsation of the security then the damages for the same shall be recovered from the agency either from the bill or from the performance security deposit. It is the duty of the deployed guard to properly and systematically arrange the vehicle in staff parking.**
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
9. The Guards on duty should take care of all the water taps, water hydrants, etc. installed in the open all over the premises.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities
12. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the office. Security personnel should be sensitized for their role in such situations.
13. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, Insured Persons & Employers.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the officer Administration by oral or written instructions. The same shall also be binding on the contractor.
16. **If the awarded security agency does not provides its acceptance within 10 days of the Letter**

of Award of contract. The next agency would taken into consideration and no query/clarification would be entertained in this regard.

ANNEXURE – III

**Check List of the following documents should be submitted** (Bidder must submit copies of all documents duly self-attested.

:-

<b><u>Sr. No.</u></b>	<b><u>Require Documents</u></b>	<b><u>Yes/No</u></b>
1	GST registration certificate	
2	PSARA Act/ License for operation in the Madhya Pradesh state for security agency.	
3	Copy of PAN Card .	
4	ESI and EPF Registration Certificates .	
5	Contract Labour (R&A) Act, 1970 registration certificate.	
6	Copy of DGR Sponsorship Letter	
7	Copy of DGR Empanelment Certificate	
8	Copy of notarised rent agreement or telephone Bill (The firm should have registered office at Indore, the office should have landline telephone and fax)	
9	The bidder shall submit full details of his Agency/ Firm, full details of ownership and name of the directors. (Annexure-I)	
10	Original Tender documents duly signed and stamped on each page of it.	
11	Undertaking (Annexure- IV) on the letter head of the company	

**Note:- All the above documents in original must be presented for verification at the time of signing the agreement or before 31/10/2019, whichever is earlier.**

**Note:- Non submission of self attested copies of the above documents and non submission of original documents mentioned above will result in disqualification.**

Signature of Bidder :- \_\_\_\_\_

Name & Address of the bidder :- \_\_\_\_\_

:- \_\_\_\_\_



**To Be Typed on a letter head of the Security Agency**  
**(Undertaking)**

To,  
The Medical Superintendent,  
ESIC, Model Hospital & ODC,  
Nanda Nagar, Indore- 452011.

Subject : Tender for providing security services.

Sir,

1. I/We hereby agree to abide by all the guidelines laid down by DGR from time to time.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Central Minimum Wages Act. Private Security Agencies (Regulation) Act 2005 and Private Security Agencies (Regulation) Rules, Contract Labour Act and other statutory provisions like Provident Fund Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the Ex-servicemen deployed as per Minimum Wages Act notified by DGR as amended by the DGR from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through Ex-Servicemen Security Guards (For Male), and have read the definition of Ex Servicemen as stated in the tender documents and available on the official website of DGR.
5. My firm has never been blacklisted in past three years from the date of signing in any of the Govt department whether of State or Central or Quasi Govt or Statutory/Autonomous Body or any PSU. My firm has never left any contract in between and has completed all the contract awarded.
6. I/We do hereby undertake that complete security of the offices shall be ensured by our Security Agency, as well as any other assignment considered by the ESIC Model Hospital & ODC, Nanda Nagar, Indore.

Signature of Authorised Person :- \_\_\_\_\_

Name & Address of the Authorised Person:- \_\_\_\_\_

:- \_\_\_\_\_

:- \_\_\_\_\_

Telephone & Mobile Number :- \_\_\_\_\_

**Price Bid (To be Put in a separate sealed envelope)****I/we quote the rates of salaries/wages of Security Personnel as under:-**

Sr.No	Name of Person/Post	Rate per employee per month (26 days) in Rs.
01	Security Supervisor Ex- Serviceman	
02	Security Gunman Ex-serviceman(if required)	
03	Security Guard (Ex-Serviceman)(Male)	
04	Security Guard Female	

**Break up of wages in respect of Ex- serviceman**

<u>S. No</u>	<u>Description</u>	<u>Security Guard (Male)</u>	<u>Security Guard (Female)</u>	<u>Gunman (if required)</u>	<u>Super visor</u>	<u>Total of (3)+ (4)+ (5)+ (6)</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(a)	Basic Wages + VDA in Rs. (for 26 days)					
(b)	Employees Provident Fund(EPF) <b>12% of (a)</b>					
(c)	Employees Deposit Linked Insurance(EDLI) <b>0.5% of(a)</b>					
(d)	Administrative charges (EPF and EDLI) <b>0.5% of(a)</b>					
(e)	House Rent Allowance (16% of (a) or rs 3600 in Rs. <b>(whichever is higher)</b> )					
(f)	Uniform outfit Allowance (5% of (a)) in Rs.					
(g)	Washing Allowance (3% of (a)) in Rs.					
(h)	Bonus (8.33% of (a)) in Rs.					
(i)	<b>Total (a to h)</b> in Rs.					
(j)	ESI Contribution(Employer Share) {3.25% of [(i)-(b)-(c)- (d)-(g)]}(applicable if (i) is less than or equal to 21000)					

(k)	<u>Relieving Charges of total of serial (1/6<sup>th</sup> of (i))</u> in Rs.					
(l)	ESI Contribution(Employer Share) {3.25% of (k)}					
(m)	Total Cost per Head in Rs (i)+(j)+(k)+(l)					
(n)	Services Charges 14% column (m))					
(o)	<b>Sum Total (m+n)</b>					
(p)	GST 18% ( 18% of column (o)) in Rs.					
(q)	<b>Grand Total (o+p)</b> in Rs.					
(r)	<b>No of Guards</b>	<b>29×(Grand total of (q))</b>	<b>13×(Grand total of (q))</b>	<b>03×(Grand total of (q))</b>	<b>03×(Grand total of (q))</b>	
(s)	<b>Great Grand Total (multiply Grand Total i.e. 1 with No. of Security Staff) in Rs.</b>					

Signature of Authorised Person :- \_\_\_\_\_

Name & Address of the Authorised Person:- \_\_\_\_\_

:- \_\_\_\_\_

:- \_\_\_\_\_

:- \_\_\_\_\_

Telephone :- \_\_\_\_\_

NOTE:-

1) L1 shall be decided on the basis of great grand total quoted in financial bid.

2) Whenever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable.

3)In eventuality of all the security agencies quoting the same rate, the contract under consideration will be allotted to the senior most DGR sponsored agency as per the sponsorship we have received.